## UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WISCONSIN MILWAUKEE DIVISION

YOON PAE, Individually and on behalf of all others similarly situated, Plaintiff,

**CASE NO. 20-CV-325** 

 $\mathbf{v}$ .

WOORI WELLS CORP., d/b/a Maru Sushi, *et al*. Defendants.

## ORDER OF DISMISSAL AND ENTRY OF MANDATORY INJUNCTION

The Parties previously filed a Joint Motion for Court Approval of the Settlement Agreement and Dismissal of Claims with Prejudice and explained why they believe the settlement agreement reflects a reasonable compromise of the disputed issues. (ECF No. 23.) The Parties' settlement agreement was attached to their motion. (ECF No. 23-1.) The Parties agreed that this case has been settled and that all issues and controversies have been resolved to their mutual satisfaction. Plaintiff request the Court to retain jurisdiction to enforce the terms of their settlement agreement under the authority of *Kokkonen v. Guardian Life Insurance Company of America*, 511 U.S. 375, 381-82 (1994).

## IT IS HEREBY ORDERED:

1. The Settlement Agreement (ECF No. 23-1) is fair, reasonable, and reflects a reasonable compromise of bona fide disputes between the Parties and

GRANTS the Parties' motion for Court approval of settlement, stipulated injunction, and dismissal of claims with prejudice.

- 2. The Court finds that Plaintiff's Counsel's attorneys' fees and costs are reasonable and fair and grants that request, and awards Hawks Quindel, S.C. \$18,666.67 in attorneys' fees and \$672.90 in costs.
- 3. The Parties shall comply with the terms of their settlement agreement entered. The Court orders Defendants Woori Wells Corp., Woori, Corp, Kanpai Japanese Restaurant, Kanpai 2, Maru Sushi, Jong Soo Kim, and Hye Jung Kim to make the settlement payments pursuant to the schedule in this order.
- 4. Specifically, the Court ENTERS a mandatory injunction requiring
  Defendants Woori Wells Corp., Woori, Corp, Kanpai Japanese Restaurant, Kanpai
  2, Maru Sushi, Jong Soo Kim, and Hye Jung Kim are to deliver payments to
  Plaintiff and the Collective Class Members identified below, in the following
  amounts and pursuant to the following schedule:

Date Due	Instalment Payment Amount	Allocation								
		Hawks Quindel	Yeong Ho Im		Chul Ho Woo		Jung Keun Kim		Yoon Pae	
		1099	W2	1099	W2	1099	W2	1099	W2	1099
30 days from Court order	\$20,000.00	\$7,339.57	\$3,697.37	\$3,697.37	\$92.54	\$92.54	\$245.49	\$245.49	\$2,294.82	\$2,294.82
60 days from Court order	\$6,000.00	\$2,000.00	\$1,168.17	\$1,168.17	\$29.24	\$29.24	\$77.56	\$77.56	\$725.04	\$725.04
90 days from Court order	\$6,000.00	\$2,000.00	\$1,168.17	\$1,168.17	\$29.24	\$29.24	\$77.56	\$77.56	\$725.04	\$725.04
120 days from Court order	\$6,000.00	\$2,000.00	\$1,168.17	\$1,168.17	\$29.24	\$29.24	\$77.56	\$77.56	\$725.04	\$725.04
150 days from Court order	\$6,000.00	\$2,000.00	\$1,168.17	\$1,168.17	\$29.24	\$29.24	\$77.56	\$77.56	\$725.04	\$725.04
180 days from Court order	\$6,000.00	\$2,000.00	\$1,168.17	\$1,168.17	\$29.24	\$29.24	\$77.56	\$77.56	\$725.04	\$725.04
210 days from Court order	\$6,000.00	\$2,000.00	\$1,168.17	\$1,168.17	\$29.24	\$29.24	\$77.56	\$77.56	\$725.04	\$725.04

5. The Court ORDERS the payments must be delivered to Plaintiff's Counsel, at the following address, by the end of business on the date in the above schedule or, if the date above falls on a weekend, the following business day:

Larry A. Johnson Hawks Quindel, S.C. 222 East Erie Street, Suite 210 Milwaukee, WI 53201

6. By consent of the Parties, the Court shall retain jurisdiction for the sole purpose of enforcing the terms of the settlement agreement and the mandatory injunction contained herein.

7. Each party shall bear its own attorneys' fees and costs not otherwise provided for the Settlement Agreement or this order.

Dated at Milwaukee, Wisconsin, this 18th day of December, 2020.

BY THE COURT:

s/Lynn Adelman
Lynn Adelman
U.S. District Judge